



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Will Allen, 797-2093

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED AGREEMENT WITH BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES FOR USE OF FOUR COUNTY BUSES WITH TWO BUSES TO PROVIDE AN EXPRESS SHUTTLE BETWEEN THE FORT LAUDERDALE TRI-RAIL STATION AND THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES AND DOWNTOWN DAVIE AND TWO BUSES TO PROVIDE AN EASTERN DAVIE TRANSIT ROUTE ; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution approves an interlocal agreement with Broward County allowing the continuation of the shuttle bus service operated by the SFEC. This bus service utilizes two buses which connect the SFEC campuses with the Tri-Rail system as well as the Downtown Davie lunch route. The agreement was prepared by Broward County and was reviewed by Town Attorney Monroe Kiar. The agreement also provides for two buses which will be used to provide a transit route for eastern Davie.

The agreement adds an additional two buses which are to be used to provide transit service for eastern Davie. This was added to the agreement after a workshop meeting conducted by Broward County Transit on Friday, August 25, 2000. This workshop was for the purpose of explaining how the additional \$.01 gas tax monies would be distributed to the municipalities of Broward County. Each community will receive a share of the revenue from the gas tax based on population. Davie will receive an estimated \$64,924 for Jan-Oct. of 2001 and \$86,566 for the following year. In addition Broward County will provide funding for community bus service within the various communities of Broward County. The County will supply buses as well as funding to help operate and maintain the buses. This funding will be provided on a competitive basis. However, the Town of Davie has been working with BCT during the last several months to develop transit routes. Based on this "head start" the County will allow two buses which are already available to be used in Davie. This is a great advantage as the Town will not have to compete for the eastern route. The Town can be part of the competitive process for any western route it may want to establish.

The proposed agreement is very similar to the existing agreement for the SFEC buses which was approved by Resolution R-97-286 on August 20, 1997. This agreement expires on September 30, 2000. The term of the new agreement is three years which can be extended for two periods of one year each by the County with the consent of the Town. Broward County supplies the two buses used on this route and funding to help operate the buses. There has been a substantial change in the amount of financial assistance to operate the buses. The previous agreement granted \$20,000.00 per year to operate each bus. The new agreement provides \$5,000.00 per bus for the first three months from October 1, 2000 to December 31, 2000. After that period, the County agrees to pay \$20.00 per hour for operating each vehicle. This increase is a result of the additional \$.01 gas tax for mass transit. The \$20.00 per hour rate should generate additional revenue to operate the buses.

There is a change to Section, 2.1.3 which requires each route to maintain a minimum average of five passengers per revenue hour on each bus route. There was no such requirement in the existing agreement. If the minimum average is not maintained beginning June 1, 2001 then the County will assist the Town in modifying the route. This certainly seems reasonable in the context of having the County provide the buses and funding to help operate the buses.

There is a companion agreement with this interlocal agreement which is between the Town and SFEC. This agreement makes the SFEC responsible for operating the bus system under the same terms as the interlocal agreement. The companion agreement calls for the SFEC to alter their route to utilize the new Tri-Rail station at Griffin Road no later than January 1, 2001 to address the issue of increasing ridership.

PREVIOUS ACTIONS: Resolution No. R-97-286 was adopted on August 20, 1997 approving an interlocal agreement for the same service. This expires on September 30, 2000.

CONCURRENCES: Not applicable

FISCAL IMPACT: None. The County supplies the buses and funds to help operate the buses. The SFEC will be responsible for providing all costs of operations of the buses.

RECOMMENDATION(S): Motion to approve the Resolution

Attachment(s): Resolution
Proposed Interlocal Agreement

RESOLUTION

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED AGREEMENT WITH BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES FOR USE OF FOUR COUNTY BUSES WITH TWO BUSES TO PROVIDE AN EXPRESS SHUTTLE BETWEEN THE FORT LAUDERDALE TRI-RAIL STATION AND THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES AND DOWNTOWN DAVIE AND TWO BUSES TO PROVIDE AN EASTERN DAVIE TRANSIT ROUTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the Town of Davie has a need for two shuttle buses for the purpose of providing an express shuttle service between the Fort Lauderdale Tri-Rail Station and the campuses of the South Florida Educational Complex and downtown Davie; and

WHEREAS, it has been determined that the Town of Davie has a need for two buses to provide transit service with eastern Davie; and

WHEREAS, Broward County has proposed an Agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Town wishes to enter into the proposed Agreement between Broward County and Town of Davie for Public Transportation Services for use of County buses for said purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the proposed Agreement between Broward County and Town of Davie for Public Transportation Services, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2000.

ATTEST:

MAYOR/COUNCILMEMBER

ACTING TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2000.

Item No.

INTERLOCAL AGREEMENT
Between
BROWARD COUNTY
and
TOWN OF DAVIE
for
PUBLIC TRANSPORTATION SERVICES

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a municipal corporation of the state of Florida, by and through the TOWN OF DAVIE Council, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people in CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation to residents of CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, COUNTY and CITY are willing to share the responsibilities and expense of providing an alternative form of public transit in CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Mass Transit Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.4 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY TOWN

- 2.1 TOWN shall provide public transportation services within the TOWN at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by the TOWN through the use of its employees or the TOWN may enter into a contract with a third party to perform the services. In the event the TOWN contracts with a third party, the TOWN shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by TOWN shall be effective only upon the written consent of the Director of Mass Transit. The services to be provided shall include the following:
 - 2.1.1 Free fare public transportation service to the locations described in Exhibit "A" shall be provided until such time as TOWN determines a fare to be appropriate, but in no event shall a fare exceed half (1/2) of the fixed route

full adult BCT fare. A public hearing shall be held prior to the institution of a fare. Service shall be provided a minimum of five (5) days a week, to certain locations and at scheduled intervals as on the attached Exhibit "A." COUNTY shall be advised prior to the imposition of a fare increase.

- 2.1.2 The established service shall be on a fixed route basis with designated intermediate stops a minimum of forty (40) hours per week and a minimum of five (5) days per week, provided, however, the minimum hours of operation shall be reduced by eight (8) hours during any week in which a legal holiday is recognized on a weekday. The TOWN service shall connect with regular COUNTY bus routes, as set forth in Exhibit "A."
- 2.1.3 Beginning June 1, 2001, TOWN shall maintain a minimum average of five (5) passengers per revenue hour on each route operated by the TOWN. In the event that TOWN does not maintain such minimum average of passengers, COUNTY shall assist TOWN to increase ridership, which may include modification of the route, as set forth in Exhibit "A."
- 2.1.4 Vehicle(s) shall be operated by properly licensed operators ("vehicle chauffeurs") employed by TOWN or its contractors. These employees shall provide full utilization of vehicle(s) to disabled passengers while in service.
- 2.1.5 Vehicle chauffeurs hired by TOWN or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.6 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that TOWN's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.7 TOWN shall maintain the vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.
- 2.1.8 TOWN shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 2.1.9 In accordance with Broward County Ordinance 92-8, TOWN certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace

Program. In the event the TOWN contracts with a third party to perform the services addressed herein, such contractor shall comply with the COUNTY's Drug-Free Workplace Program requirements.

- 2.1.10 Effective upon execution of this Agreement, TOWN shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- 2.1.11 TOWN agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo and the COUNTY assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times.
- 2.1.12 TOWN shall maintain certain records of information and data in the format prescribed by COUNTY and shall furnish such records to COUNTY on a monthly basis.
- 2.1.13 TOWN shall at all times have and maintain in proper working order a dedicated TTY number.

SERVICES TO BE PROVIDED BY COUNTY

2.2 EQUIPMENT

- 2.2.1 COUNTY shall lease to TOWN four (4) wheelchair accessible, passenger vehicle(s) to be used in regular route service. Such vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. This vehicle(s) shall be leased to the TOWN for Ten Dollars (\$10.00) each per year. Prior to the acceptance of the vehicle(s) by TOWN, TOWN, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle(s) by a mechanic designated by the TOWN.
- 2.2.2 COUNTY shall provide the manufacturer's warranties and maintenance shop manuals to the TOWN.
- 2.2.3 COUNTY shall provide TOWN with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, TOWN desires to supply its own signage at its own expense, such signage must be approved

by COUNTY.

2.3 TECHNICAL ASSISTANCE

2.3.1 COUNTY shall provide vehicle chauffeurs hired by TOWN or its contractors with training in passenger relations, rules of the road, and transit system information. All vehicle chauffeurs shall be required to attend and successfully complete the COUNTY's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this Agreement.

2.3.2 COUNTY shall assist TOWN staff with any aspect of planning and scheduling of public transit routing that TOWN might request.

2.3.3 COUNTY shall print and provide TOWN with bus route timetables sufficient to inform TOWN residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.3.4 COUNTY shall assist TOWN in procuring bus shelters at no cost to TOWN that generate revenue, if TOWN requests.

2.4 TOWN acknowledges and agrees that the Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on October 1, 2000, and shall remain in effect for a term of three (3) years. The term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of CITY. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4
FINANCIAL ASSISTANCE

4.1 COUNTY agrees to pay TOWN a flat fee of Five Thousand Dollars (\$5,000.00) per vehicle, upon execution of this Agreement for services rendered under this

Agreement from the date of execution until December 31, 2000. Beginning January 1, 2001, COUNTY agrees to pay TOWN, Twenty dollars (\$20.00) per hour, per vehicle in revenue service for the remaining term of the Agreement. The funds addressed herein shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose.

- 4.2 The name of the official payee to whom COUNTY shall issue checks shall be the TOWN of DAVIE.

ARTICLE 5 CHANGES IN SCOPE OF SERVICES

- 5.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.13 below.
- 5.2 Any appreciable changes in the level of services, as determined by the Contract Administrator's sole discretion, to be provided by TOWN as set forth herein shall only be implemented after COUNTY and TOWN have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.
- 5.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by the Contract Administrator.

ARTICLE 6 INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 6.1 TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 INSURANCE

The parties hereto acknowledge that TOWN is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The TOWN shall institute and

maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. If TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: TOWN's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY's officers, agents, and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicle(s) to perform the services set forth herein.

Insurance: TOWN's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with TOWN involving the vehicle(s) provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by TOWN upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination

is necessary to protect the public health, safety, or welfare.

- 8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, the financial assistance provided by the COUNTY shall be prorated on a monthly basis to the date the Agreement is terminated. However, upon being notified of COUNTY's election to terminate, TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration to TOWN for COUNTY's right to terminate this Agreement for convenience.
- 8.5 Upon termination of this Agreement for whatever reason, TOWN shall return the vehicle leased herein to the COUNTY, TOWN shall return the vehicle to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. The TOWN's obligation to return the vehicle to the COUNTY in the condition it was received shall include the removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicle for return to COUNTY shall be the sole responsibility of the TOWN. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the vehicle prior to acceptance and should the Maintenance Transit Manager determine that the vehicle is not in the proper condition, TOWN shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 9 MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs,

surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 NONDISCRIMINATION

TOWN agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. TOWN agrees to furnish COUNTY with a copy of its Affirmative Action Policy or in the event that TOWN contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to COUNTY.

9.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by

TOWN shall be subject to the supervision of TOWN, and such services shall not be provided by TOWN or its agents as officers, employees, or agents of the COUNTY. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this Agreement.

9.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director of Mass Transit Division
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

FOR TOWN:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and TOWN shall not subcontract any portion of the work required by this Agreement except as authorized herein.

TOWN represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance shall be

comparable to the best local and national standards.

9.7 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

9.8 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

9.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.10 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and TOWN and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

9.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

9.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

9.14 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.13 above.

9.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

9.16 MULTIPLE ORIGINALS

This Agreement may be executed in five (5) copies, each of which shall be deemed to be an original.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 20____, and TOWN of DAVIE, signing by and through its Interim TOWN Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____,
Chair

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
CAROL S. WOLFF
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN of DAVIE
FOR PUBLIC TRANSPORTATION SERVICES

TOWN

Approved by Resolution No. _____

Dated _____

ATTEST:

TOWN of DAVIE

Town Clerk

By _____
_____, Town Manager

This _____ day of _____, 20__

Approved as to legal form:

By _____

Town Attorney

CSW:sl
combus.dav2
00-114.08
7/26/00

EXHIBIT A1 TOWN OF DAVIE Eastern Draft Transit Route

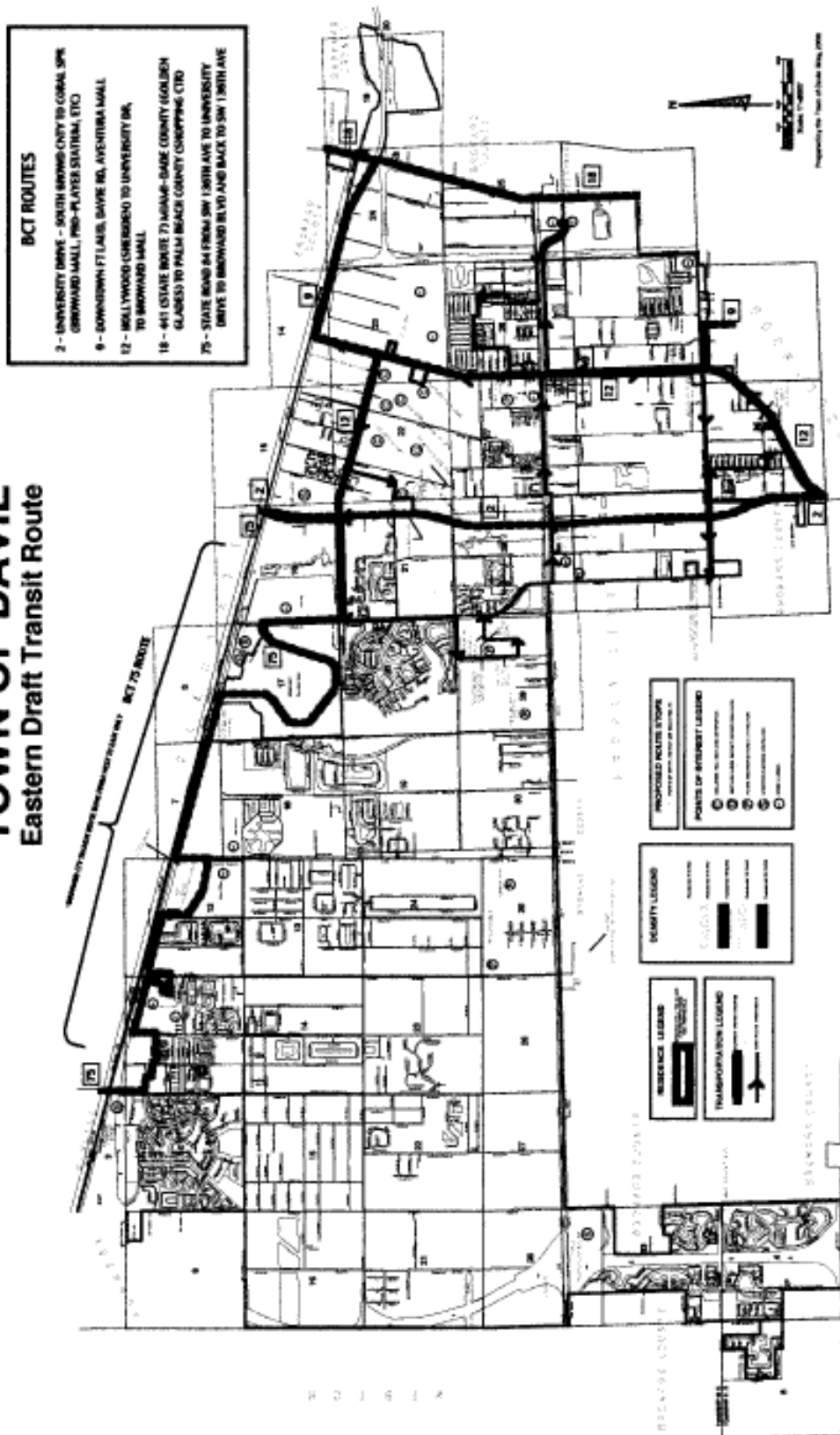


EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned municipality hereby certifies that it will provide a drug free workplace program by:

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substances is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug free awareness program to inform its employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) The policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- 4) Notifying all employees, in writing of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- 5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 calendar days after receiving notice under subparagraph (4)(ii) of

DRUG FREE WORKPLACE CERTIFICATION

a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.

- vii) Taking appropriate personnel action against such employee, up to and including termination; or
 - viii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7) Making a good faith effort to maintain a drug free workplace program through implementation of subparagraphs (1) through (6).

Authorized Signature and Title

Printed Name and Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____ as _____
(Name of Person Whose Signature is Notarized) (Title)

of the _____ known to me to be the person described herein.
(Name of Municipality)

NOTARY PUBLIC

(Signature)

(Print Name)

My Commission Expires: _____

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
NAME AND ADDRESS OF INSURED	COMPANY LETTER A
	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
**	GENERAL LIABILITY	FLA STATUTE	768.28	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES-OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 100	200
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD			PERSONAL INJURY	\$	\$
	<input type="checkbox"/> UNDERGROUND HAZARD					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 200	
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM			STATUTORY	\$ 100	EACH ACCIDENT
✓	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

- ** - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)
ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
- CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellations: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail Thirty (30) days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER
Broward County Board of County Commissioners
115 South Andrews Avenue
Ft Lauderdale, FL 33301

ATTN: Purchasing Division, Room 212

RE: BID #

PROJECT #

DATE ISSUED:

AUTHORIZED REPRESENTATIVE

BY: *Mary M. Meister*
Mary M. Meister, CPIW

DATE: 7-31-00

TAT-LOCAL